

Rec'd for Record Aug 14 1978 At 2 O'clk PM Same Day Recorded & Ex'd per Charles C. Keller, CLK

AMENDED AND RESTATED DEED OF TRUST

THIS DEED OF TRUST, made this 13th day of June, 1978, by and between KENNETH M. W. FOX and BILLIE Z. FOX, his wife, parties of the first part, (sometimes hereinafter referred to as "Borrowers"), RICHARD MORAN and JACK E. BLOMQUIST, Trustees, parties of the second part, (sometimes hereinafter referred to as "Trustees"), and HOWARD J. WHITE, JR. and MORAN ENTERPRISES, INC., a Maryland Corporation, and FREDIA LOU MCCARTHY, parties of the third part, (sometimes hereinafter referred to collectively as the "Noteholders").

WITNESSETH:

WHEREAS, the Borrowers are the present owners of the fee simple estate in and to all of the land and premises situate in Frederick County, Maryland, more particularly hereinafter described, and

WHEREAS, the Noteholders are the payees and present holders of the following three promissory notes which are presently secured by that certain Deed of Trust from the Borrowers to the Trustees, dated July 21, 1977 and recorded among the Land Records of Frederick County, Maryland on July 21, 1977 in Liber 1024 at folio 807, (hereinafter referred to as "the original Deed of Trust"):

1. Note dated July 21, 1977 in the amount of Forty-seven Thousand Six Hundred Sixty-six and 66/100 (\$47,666.66) Dollars, payable to Murray Kivitz, Personal Representative of the Estate of Frederick E. Wampler and signed by the Borrowers; which note has been acquired by and is now owned by Fredia Lou McCarthy;
2. Note dated July 21, 1977 in the amount of Forty-seven Thousand Six Hundred Sixty-six and 66/100 (\$47,666.66) Dollars, payable to Howard J. White, Jr. and signed by the Borrowers;
3. Note dated July 21, 1977 in the amount of Forty-seven Thousand Six Hundred Sixty-six and 67/100 (\$47,666.67) Dollars, payable to Moran Enterprises, Inc., a Maryland Corporation and signed by the Borrowers.

Each of said notes bears interest at the rate of nine (9%) per centum per annum, payable quarter-annually, commencing September 30, 1977 and the principal sum of each of said notes is payable in installments of Eight Thousand Six Hundred Sixty-six and 66/100 (\$8,666.66) Dollars, commencing December 31, 1977 and the entire unpaid principal sum is due and payable on or before December 31, 1978, and

WHEREAS, the Borrowers have made no payments of interest or principal on account of said notes and each of said notes are therefore in default and there is now due and owing, on account of said notes, the aggregate principal sum of One Hundred Forty-three Thousand (\$143,000.00) Dollars plus accrued interest in the amount of Eleven Thousand Seven Hundred Ninety-seven and 50/100 (\$11,797.50) Dollars as of June 21, 1978, and

WHEREAS, the Borrowers are the owners of Lot 1 in the subdivision known as "SECTION ONE, HOLLOW ESTATES", which lot is encumbered by a first Deed of Trust lien and,

WHEREAS, the parties hereto have agreed to modify and amend the terms of payment of the aforesaid three (3) notes and the original Deed of Trust and further agree to add the aforesaid Lot One as additional security to the property secured by the original Deed of Trust, all as hereinafter provided, and

Exhibit filed July 18, 1978